

VORYS

Vorys, Sater, Seymour and Pease LLP

Legal Counsel

Mark A. Norman
Direct Dial (513) 723-4006
Facsimile (513) 852-7881
E-Mail: manorman@vsssp.com

52 East Gay St.
PO Box 1008
Columbus, OH 43216-1008
614.464.6400

www.vorys.com

Founded 1909

US EPA RECORDS CENTER REGION 5



416448

September 17, 2007

VIA EMAIL AND CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Mark Durno
U.S. EPA Region 5
Mailcode ME-W
25089 Center Ridge Road,
Westlake, OH, 44145

Ms. Nola Hicks, Esq.
U.S. EPA Region 5
Office of Regional Counsel
Mail Code: C-14J
77 West Jackson Boulevard
Chicago, IL 60604

Re: Miller Salvage Site/Access Agreement

Dear Ms. Hicks and Mr. Durno:

Please find enclosed a fully-executed copy of the Agreement for and Consent to Access and Removal for the Miller Salvage Site in Latham, Ohio.

Sincerely,

Mark A. Norman

Enclosure

MAN/lrb

cc: Chris Winans
Stephen T. Bemis, Esq.
Christopher Schraff, Esq.
(all w/enclosure)(all via email)

WASHINGTON

1828 L St. NW
Eleventh Floor
Washington, DC 20036-5109
202.467.8800/17/2007 #661406

CLEVELAND

1375 East Ninth St.
2100 One Cleveland Center
Cleveland, OH 44114-1724
216.479.6100

CINCINNATI

221 East Fourth St.
Suite 2000, Atrium Two
PO Box 0236
Cincinnati, OH 45201-0236
513.723.4000

ALEXANDRIA

277 South Washington St.
Suite 310
Alexandria, VA 22314
703.837.6999

AKRON

106 South Main St.
Suite 1100
Akron, OH 44308
330.208.1000

AGREEMENT FOR AND CONSENT TO ACCESS AND REMOVAL

This Agreement For And Consent to Access and Removal ("Agreement") is entered into by and among Fred T. Miller and Miller Salvage, Inc. ("Grantors"), on the one hand, and Mill's Pride, LLP, on the other hand. This Agreement is entered into with respect to the Miller Salvage Site, commonly referred to as located at 1617 Lapparell Road, Latham, Pike County, Ohio, and which is approximately 13 acres in size ("Site"). Grantors hereby grant access to Mill's Pride, LLP and its employees, agents, contracting parties, contractors, subcontractors, and representatives (collectively, "Grantees") to enter onto the Site for the following purposes, as requested, instructed, or ordered to do so by the U.S. Environmental Protection Agency ("USEPA"):

- a. All actions described in the attached "Consent for Access to Property", attached as Exhibit A, attached hereto, and incorporated herein;
- b. Removal of leachate, sawdust, hazardous substances/materials (collectively "Materials") for off-Site transportation, transfer of title, use, re-use, and/or disposal;
- c. Grading, re-grading, seeding, planting and/or watering of vegetation; and
- d. Other actions for purposes of protecting the health and safety of the Grantees, documenting the above-referenced activities, and otherwise responding to the requests, instructions, or orders of USEPA at the Site.

Access to the site does not include access to the small office building or garage located at 1617 Lapparell Road.

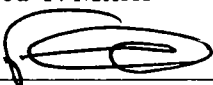
Each and every Grantor acknowledges that the actions authorized to be taken by Grantees pursuant to this Agreement are to be undertaken pursuant to the request, instruction, or order of USEPA pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 *et seq.* ("CERCLA"). A copy of any such written request, instruction or order sent by USEPA and received by Grantees shall be provided to Grantor.

Each and every Grantor hereby agrees that it (a) relinquishes any claim which it may have of any and all right, title and/or interest to any and all Material removed from the Site by or for Grantees, and specifically authorizes the transfer of such Material to one or more of the Grantees, or their grantee, at Grantee's sole discretion; (b) authorizes Grantees to execute manifests, bills of lading, and such other documents as Grantees deem necessary, in the name of Miller Salvage, Inc., for the removal, transportation, disposal, use, re-use and/or transfer of any and all Materials from the Site; (c) does not, and shall not, contend that Grantees' actions hereunder cause Grantees to become owners or operators of the Site (as such terms are defined in CERCLA Section 107); and, (d) will not interfere in any way with Grantees' actions taken under this Agreement.

Each and every Grantor acknowledges that this Agreement is given and entered into voluntarily, on behalf of itself, and its respective officers, employees, shareholders, and representatives, with knowledge of its right to refuse and without threats or promises of any kind, and after opportunity to review with legal counsel. Each of the undersigned is authorized by its respective Grantor to enter into this Consent for Access and Removal. Nothing herein shall constitute, or be interpreted to be, a release, waiver, or compromise of any claims, rights, or defenses that any of the parties hereto may have against the other, or any third party, concerning the Site.

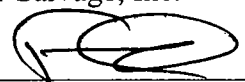
For valuable consideration acknowledged and received, each Grantor hereby executes this Agreement as of the date set forth next to its authorized signature below.

Fred T. Miller


(signature)

Date: 4-30-07

Miller Salvage, Inc.

By: 

Its: Pres.

Date: 8-30-07

For valuable consideration acknowledged and received, Mill's Pride, LLP hereby executes this Agreement as of the date set forth next to its authorized signature below:

Mill's Pride, LLP

By: 

Its: Vice President of Operations

Date: 9/10/07

Attachment: Exhibit A

EXHIBIT A

CONSENT FOR ACCESS TO PROPERTY

Name: Miller Salvage c/o: Fred Miller

Address / Location of Property: 1617 Laparrell Road, Latham, OH

Materials processing area and leachate lagoon

I consent to officers, employees, contractors, and authorized representatives of the United States Environmental Protection Agency (U.S. EPA) entering and having continued access to this property for the following purposes:

Containing hazardous substances/materials present on the property;

Conducting monitoring and sampling activity;

Preparing for and disposing of hazardous substances/materials;

Performing other actions to investigate contamination on the property that U.S. EPA may determine to be necessary; and

Taking any response action to address any release or threatened release of a hazardous substance, pollutant, or contaminant which U.S. EPA determines to pose an imminent and substantial endangerment to the public health or the environment.

I realize that these actions taken by the U.S. EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

This written permission is given by me voluntarily, on behalf of myself and all other co-owners of this property, with knowledge of my right to refuse and without threats or promises of any kind.

Date: 1-25-07

Signature: 